



RFP No: 3847

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until May 3, 2016 @ 3:00 p.m. Central Time for the acquisition of the products/services described below for Mississippi Department of Information Technology.

Co-Location Data Center Solution

NOTE: THIS RFP CONTAINS MANDATORY REQUIREMENTS TO WHICH NO EXCEPTION MAY BE TAKEN. SEE SECTION VII, ITEM 2, FOR DETAILS.

The Vendor must submit proposals and direct inquiries to:

Patti Irgens
Technology Consultant
Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8223
Patti.Irgens@its.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO
RFP NO. 3847
due May 3, 2016 @ 3:00 p.m.,
ATTENTION: Patti Irgens

Craig P. Orgeron, Ph.D.
Executive Director, ITS

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. 3847.

- _____ 1) One clearly marked original response and four(4) identical copy/copies of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- _____ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- _____ 3) *Proposal Bond*, if applicable (Section I)
- _____ 4) *Proposal Exception Summary*, if applicable (Section V)
- _____ 5) Vendor response to *RFP Questionnaire* (Section VI)
- _____ 6) Point-by-point response to *Technical Specifications* (Section VII)
- _____ 7) Vendor response to *Cost Information Submission* (Section VIII)
- _____ 8) *References* (Section IX)

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SUBMISSION COVER SHEET & CONFIGURATION SUMMARY

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services, **(ITS)**, should contact for questions and/or clarifications.

Name	_____	Phone #	_____
Address	_____	Fax #	_____
		E-mail	_____

Subject to acceptance by **ITS**, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

Original signature of Officer in Bind of Company/Date

Name (typed or printed)

Title

Company name

Physical address

State of Incorporation

CONFIGURATION SUMMARY

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

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PROPOSAL BONDS

A Proposal Bond is not required for this procurement.

SECTION II

PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by **ITS** should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.
9. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:
 - 9.1 The Vendor is required to submit one clearly marked original response and four(4) identical copies of the complete proposal, including all sections and exhibits, in three-ring binders.
 - 9.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the

RFP cover page must be clearly typed and affixed to the package in a clearly visible location.

- 9.3 Number each page of the proposal.
 - 9.4 Respond to the sections and exhibits in the same order as this RFP.
 - 9.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
 - 9.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
 - 9.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
 - 9.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
 - 9.9 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
 - 9.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
 - 9.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
10. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.
11. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to

provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.

12. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
13. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
 - 13.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
 - 13.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
 - 13.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
 - 13.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
 - 13.5 The Vendor must submit a statement outlining the circumstances for the clarification.
 - 13.6 The Vendor must submit one clearly marked original and four(4) copies of the clarification.
 - 13.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
14. **Communications with State**

From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this RFP, and they will be posted to the ITS web site. Vendors failing to comply with this requirement will be subject to disqualification.

 - 14.1 The State's contact person for the selection process is: Patti Irgens, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8223, Patti.Irgens@its.ms.gov.

- 14.2 Vendor may consult with State representatives as designated by the State's contact person identified in 14.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

SECTION III VENDOR INFORMATION

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

1. Interchangeable Designations

The terms "Vendor" and "Contractor" are referenced throughout this RFP. Generally, references to the "Vendor" are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term "Contractor" denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms "State of Mississippi," "State" or "ITS" may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf ITS is issuing the RFP.

2. Vendor's Responsibility to Examine RFP

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. Proposal as Property of State

All written proposal material becomes the property of the State of Mississippi.

4. Written Amendment to RFP

Any interpretation of an **ITS** RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the **ITS** website, together with the associated RFP specification. Vendors are required to check the **ITS** website periodically for RFP amendments before the proposal opening date at:

http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx

Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. If you are unable to access the **ITS** website, you may contact the **ITS** technology consultant listed on page one of this RFP and request a copy.

5. Oral Communications Not Binding

Only transactions which are in writing from **ITS** may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

6. Vendor's Responsibility for Delivery

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**

ITS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

12. **Right to Request Information**

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

13. **Vendor Personnel**

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

- 13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.

- 13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. **Vendor Imposed Constraints**

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

15. **Best and Final Offer**

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for

attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16. Restriction on Advertising

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

17. Rights Reserved to Use Existing Product Contracts

The State reserves the right on turnkey projects to secure certain products from other existing **ITS** contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. Additional Information to be Included

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. Valid Contract Required to Begin Work

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with **ITS** successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

ITS will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between **ITS** and the Vendor:

- 3.1 The Proposal Exception Summary Form as accepted by **ITS**;
- 3.2 Contracts which have been signed by the Vendor and **ITS**;
- 3.3 **ITS'** Request for Proposal, including all addenda;
- 3.4 Official written correspondence from **ITS** to the Vendor;
- 3.5 Official written correspondence from the Vendor to **ITS** when clarifying the Vendor's proposal; and
- 3.6 The Vendor's proposal response to the **ITS** RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both **ITS** and the winning Vendor.

5. **Additional Contract Provisions**

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

6. **Contracting Agent by Law**

The Executive Director of **ITS** is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). **ITS** is issuing this RFP on behalf of the procuring agency or institution. **ITS** and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

7. **Mandatory Legal Provisions**

- 7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.
- 7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- 7.3 The Vendor shall have no limitation on liability for claims related to the following items:
 - 7.3.1 Infringement issues;
 - 7.3.2 Bodily injury;
 - 7.3.3 Death;
 - 7.3.4 Physical damage to tangible personal and/or real property; and/or
 - 7.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
- 7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- 7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.
- 7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.

- 7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.
- 7.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.
8. **Approved Contract**
- 8.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:
- 8.1.1 Written notification made to proposers on **ITS** letterhead, or
- 8.1.2 Notification posted to the **ITS** website for the project, or
- 8.1.3 CP-1 authorization executed for the project, or
- 8.1.4 The **ITS** Board's approval of same during an open session of the Board.
- 8.2 **ITS** statute specifies whether **ITS** Director approval or **ITS** Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.
- 8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the **ITS** Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the **ITS** Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.
9. **Contract Validity**
All contracts are valid only if signed by the Executive Director of **ITS**.
10. **Order of Contract Execution**
Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of **ITS** signs.

11. Availability of Funds

All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.

12. CP-1 Requirement

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by **ITS**. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

13. Requirement for Electronic Payment and Invoicing

13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Mississippi State Government's Enterprise Resource Planning (ERP) solution ("MAGIC") will be made electronically, via deposit to the bank account of the Vendor's choice. The awarded Vendor must enroll and be activated in PayMode™, the State's current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting mash@dfa.ms.gov.

13.2 For state agencies that make payments through MAGIC, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through MAGIC. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

14. Time For Negotiations

14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the project contract from **ITS**, unless **ITS** consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor's response to this RFP. **ITS** may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the

Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless **ITS** consents to a different period.

15. **Prime Contractor**

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.

16. **Sole Point of Contact**

ITS will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.

16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.

16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

17. ITS Approval of Subcontractor Required

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. **ITS** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

18. Inclusion of Subcontract Agreements

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

19. Negotiations with Subcontractor

In order to protect the State's interest, **ITS** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

20. References to Vendor to Include Subcontractor

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

21. Outstanding Vendor Obligations

- 21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which **ITS** is the contracting agent and who has received written notification from **ITS** regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, **ITS** has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.
- 21.2 Any Vendor who is presently in default on existing contracts for which **ITS** is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.
- 21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.

22. **Equipment Condition**

For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.

23. **Delivery Intervals**

The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.

24. **Pricing Guarantee**

The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.

25. **Shipping Charges**

For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.

26. **Amortization Schedule**

For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.

27. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**

All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.

28. **Ownership of Developed Software**

28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.

28.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.

29. **Ownership of Custom Tailored Software**

In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license

entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

30. **Terms of Software License**

The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.

31. **The State is Licensee of Record**

The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

32. **Compliance with Enterprise Security Policy**

Any solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

The Enterprise Security Policy is available to third parties on a need-to-know basis and requires the execution of a non-disclosure agreement prior to accessing the policy. The Vendor may request individual sections of the Enterprise Security Policy or request the entire document. The instructions for acquiring the State of Mississippi Enterprise Security Policy can be found at the link below.

<http://www.its.ms.gov/Services/Pages/ENTERPRISE-SECURITY-POLICY.aspx>

33. **Negotiating with Next-Ranked Vendor**

Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

34. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the **ITS** Public Records Procedures established in accordance with the Mississippi Public Records Act. The **ITS** Public Records Procedures are available in Section 019-010 of the **ITS** Procurement Handbook, on the **ITS** Internet site at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=155> or from **ITS** upon request.

As outlined in the Third Party Information section of the **ITS** Public Records Procedures, **ITS** will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. **ITS** will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the **ITS** Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, **ITS** will not provide third-party notice for requests for any contract executed as a result of this RFP.

Summary information and contract terms, as defined above, become the property of **ITS**, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal information are sometimes received by **ITS** significantly after the proposal opening date. **ITS** will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

35. Risk Factors to be Assessed

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

36. Proposal Bond

The Vendor is not required to include a proposal bond with its RFP proposal.

37. Performance Bond/Irrevocable Bank Letter of Credit

The Vendor is not required to include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal.

38. Responsibility for Behavior of Vendor Employees/Subcontractors

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. Protests

The Executive Director of **ITS** and/or the Board Members of **ITS** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award

of a contract. Copies of the protest procedures are available on the **ITS** Internet site - **ITS** Protest Procedure and Policy, Section 019-020, **ITS** Procurement Handbook at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=173> or from **ITS** upon request.

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number 3847.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **ITS** Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or **\$250,000.00**, whichever is less. The total estimated project lifecycle cost will be the amount used by **ITS** in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, **ITS** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of **ITS'** protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the **ITS** Executive Director.

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department

of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

SECTION V PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state "No Exceptions Taken." If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with "shall" or "must," as long as the following are true:
 - 1.1 The specification is not a matter of State law;
 - 1.2 The proposal still meets the intent of the RFP;
 - 1.3 A *Proposal Exception Summary Form* is included with Vendor's proposal; and
 - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. The Vendor has no liability to provide items to which an exception has been taken. **ITS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **ITS** will discuss each exception and take one of the following actions:
 - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 2.2 **ITS** will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
 - 2.3 **ITS** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
 - 2.4 None of the above actions is possible, and **ITS** either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should **ITS** and the Vendor reach a successful agreement, **ITS** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor's exceptions. The *Proposal Exception Summary*, with those exceptions approved by **ITS**, will become a part of any contract on acquisitions made under this RFP.
4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the

standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

6. For Vendors who have successfully negotiated a contract with **ITS** in the past, **ITS** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **ITS** or participated in contract negotiations with **ITS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

SECTION VI RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

1. **Mississippi's Accountability System for Government Information and Collaboration (MAGIC) Information for State of Mississippi Vendor File**

- 1.1 **MAGIC Vendor Code:** Any Vendor who has not previously done business with the State and has not been assigned a MAGIC Vendor code should visit the following link to register:

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100

Vendors who have previously done business with the State may obtain their MAGIC Vendor code at the following link:

<http://www.mmrs.state.ms.us/vendors/index.shtml>

All Vendors must furnish **ITS** with their MAGIC Vendor code.

MAGIC Vendor Code: _____

Additional Vendor information, including contact information for assistance with MAGIC Vendor codes, can be found at the following link:

<http://www.mmrs.state.ms.us/vendors/index.shtml>

- 1.2 **Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at:

http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf

Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at minority@mississippi.org.

Minority Vendor Self-Certification Form Included: _____
Minority Vendor Self-Certification Form Previously Submitted: _____
Not claiming Minority/Women Business Enterprise Status: _____

2. **Certification of Authority to Sell**

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

3. **Certification of No Conflict of Interest**

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Vendor must answer and/or provide the following:

3.1 Does there exist any possible conflict of interest in the sale of items to any institution within **ITS** jurisdiction or to any governing authority? (A yes or no answer is required.)

3.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

4. **Pending Legal Actions**

4.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)

4.2 If so, provide a copy of same and state with specificity the current status of the proceedings.

5. **Non-Disclosure of Social Security Numbers**

Does the Vendor acknowledge that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number? This acknowledgement is required by Section 25-1-111 of the Mississippi Code Annotated.

6. **Order and Remit Address**

The Vendor must specify both an order and a remit address:

Order Address:

--

Remit Address (if different):

--

7. **Web Amendments**

As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at:

http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx

ITS may post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the **ITS** amendments for RFPs as above stated? (A yes or no answer is required.)

SECTION VII TECHNICAL SPECIFICATIONS

1. How to Respond to this Section

- 1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, Vendors must respond to each specification in Section VII, Technical Specifications with a narrative description. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification. The description must include the following:
 - 1.2.1 A description of the methodology to be followed in accomplishing each requirement, in order to demonstrate the Vendors understanding of this RFP.
 - 1.2.2 Information about past performance results for similar work in a co-location environment; lessons learned from those projects and how they will be applied to this project.
- 1.3 “ACKNOWLEDGED” should be used when no vendor response or vendor compliance is required. “ACKNOWLEDGED” simply means the vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. Mandatory Provisions in Technical Requirements for this RFP

- 2.1 Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.
- 2.2 Mandatory requirements are those features classified as MANDATORY in Section VII.

3. General Overview and Background

In May 2015, the Mississippi Department of Information Technology Services (ITS) partnered with the University of Mississippi Medical Center (UMMC) in the release of RFI Number 3791 to obtain information from qualified vendors who can satisfy the resource needs necessary in establishing a geographically diverse co-location data center environment for the State. Both UMMC and ITS currently have primary and secondary data centers each located in the greater Jackson Mississippi metropolitan area. Because of their close proximity, neither facility can be designated as a true disaster recovery site. The selected environment from this RFP will be used to house the compute, network, and storage data center equipment maintained by the State for its production, backup, and disaster recovery purposes. It is the intent of this RFP to partner with a qualified vendor that offers co-location data center solutions to dramatically improve the State's business continuity posture through a long-term contract. This contract will be at the enterprise level and will also be made available to the State's public education community and other governing authorities for their consideration and use.

3.1 Service Acquisitions

The Mississippi Department of Information Technology Services (ITS) coordinates efforts to streamline IT and provide cost-effective solutions throughout state government. Through Mississippi House Bill No. 1450 from the 2012 Legislative Session, the Shared Technology Efficiency Act, the Legislature emphasized that state agencies shall work in full cooperation with the ITS by optimizing information technology resources through the consolidation and standardization of software, hardware, and services. The agencies and ITS are fully committed to minimizing duplication, reducing costs, and improving efficiency by implementing common IT services across agency boundaries.

Section 25-53-5, Mississippi Code of 1972, was amended to direct providing information technology services on a cost-sharing basis through full utilization of the State Data Centers. The services of focus include those that result in savings to the state as a whole, improve and enhance the security and reliability of the state's information and business systems, and optimize the efficient use of the state's information technology assets, including, but not limited to, promoting partnerships with the state institutions of higher learning and community colleges to capitalize on advanced information technology resources that are mutually beneficial.

3.1.1 Entities Under ITS Purview

- 3.1.1.1 For State agencies: All procurements of products and services under the contracts awarded via this RFP will be processed by and administered through ITS.
- 3.1.1.2 For Institutions of Higher Learning: IHLs have delegation to utilize the contracts awarded under this RFP up to a dollar limit of \$250,000.00 without further oversight or administration by ITS. A Vendor may market and provide pricing directly to the State's IHLs for the services specifically included in contracts executed between that Vendor and ITS. Acquisitions totaling more than \$250,000.00 will require ITS approval.

3.1.2 Entities Outside ITS Purview

- 3.1.2.1 For marketing purposes, schools and libraries have authorization to utilize the contracts awarded under this RFP for acquisitions of any dollar amount without further oversight or administration by ITS. The awarded Vendor may market and provide pricing directly to the State's schools and libraries for the systems and services specifically included in contracts executed between the awarded Vendor and ITS.
- 3.1.2.2 For marketing purposes to governing authorities and other agencies of local government, services under the contracts awarded via this RFP will require written authorization by ITS. Awarded Vendors should not market or provide pricing for services from contracts resulting from this RFP directly to these entities unless specifically authorized in writing by ITS to do so.
- 3.1.2.3 If any public entity makes a request to the awarded Vendor that is in violation of the above regulations, the Vendor should refer the public entity to these policies. If the awarded Vendor is uncertain which category a particular public entity is in they should contact ITS prior to marketing, providing pricing, or discussing products or services.
- 3.1.2.4 Per Section 25-53-117 of Mississippi Code, any company found in violation of the regulations outlined above may be prohibited from competing for State business for up to twenty-four months. ITS will follow up on any reports of Vendors violating this policy and will take appropriate action.

4. Procurement Project Schedule

Task	Date
First Advertisement Date for RFP	03/15/16
Second Advertisement Date for RFP	03/22/16
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 03/30/16
Deadline for Questions Answered and Posted to ITS Web Site	04/18/16
Open Proposals	05/03/16
Evaluation of Proposals	05/03/16 – 06/03/16
ITS Board Presentation	06/16/16
Contract Negotiation	06/03/16 – 06/30/16
Proposed Project Implementation Start-up	07/01/16

5. Statement of Understanding

5.1 Vendors may request additional information or clarifications to this RFP using the following procedure:

5.1.1 Vendors must clearly identify the specified paragraph(s) and pages in the RFP that are in question. The following table should be used to format Vendor questions.

Question	RFP Section	RFP Page	Vendor Question
1			
2			
3			
4			
5			

5.1.2 Vendor must deliver a written document to Patti Irgens at **ITS** by Wednesday, March 30, 2016 at 3:00 p.m. Central Time. This document may be delivered by hand, mail, email, or fax. Address information is given on page one of this RFP. The fax number is

(601) 713-6380. **ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS.** It is solely the responsibility of the vendor that the clarification document reaches **ITS** on time. Vendors may contact Patti Irgens to verify the receipt of their document. Documents received after the deadline will be rejected.

- 5.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the **ITS** web site by close of business on Monday, April 18, 2016.
- 5.3 The State anticipates that the contract(s) resulting from this RFP could have a major impact on how government and educational entities will continue to provide their respective services to the citizens of Mississippi. Therefore, any Vendor choosing to respond to this RFP must provide a proposal that indicates their long-term commitment to the State and its customers.
- 5.4 Given the long term of this contract, the State will validate that the contract pricing remains competitive through a price re-determination process where throughout the life of the contract the State will compare then current contract rates periodically to the then current industry market and give the contract holder an opportunity to modify their rates to come in line with industry pricing. If the State and the contract provider cannot agree on revised pricing, the State reserves the right to terminate the contract with cause and without penalty and the right to seek other options.
- 5.5 The partnership between the State and the awarded Vendor will be linked through the Vendor's designated account team. In order to ensure a strong partnership and eliminate the chance of misunderstanding the State's goals, all contact with governmental and educational entities must be done through the designated account team. Under no circumstance should an authorized reseller contact a governmental or educational entity under this agreement.
- 5.6 The State realizes that because of the long-term nature of this contract, there will be the need for regular changes to the services and products initially proposed under this contract. The Vendor must agree to work closely with the State in evaluating new or emerging services or products within scope, and commit to expedite the process to add those services to this contract, should it be determined to be in the best interest of the State.
- 5.7 At the discretion of ITS, other governmental entities such as community colleges, universities, libraries, K-12 schools, and governing authorities may be allowed to purchase from the resulting contract.
- 5.8 The Vendor must indicate their ability to assist the state with promoting the proposed solution to these entities to maximize volume and optimize pricing from the contract for state government.
- 5.9 The State will not make any volume guarantees. Any statistics included in this document are for the convenience of the Vendor.

By responding to this RFP, the Vendor acknowledges that it will partner with the State to bring its best resources to bear on behalf of the State in a manner that is consistent with ITS' master plans and strategic direction for the requested services. The Strategic Plan for Information Technology is located at the following link: http://www.its.ms.gov/Documents/master_plan.pdf.

- 5.10 MANDATORY: The Vendor must be aware that under no circumstances shall any government information or equipment reside outside the continental United States.
- 5.11 The Vendor must understand that its history, or the lack of history, of performance on previous contracts and compliance with State Law and ITS policy and procedures will be taken into consideration in the evaluation and award of the RFP.
- 5.12 The Vendor must propose all component(s) necessary for operation of the proposed solution according to specification. If any component(s) is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost.

The Vendor's proposed solution may require the Vendor to propose products other than services. The State reserves the right to use existing procurement instruments (Express Product List (EPL), General RFPs, etc.). However, this does not preclude the Vendor from including the required products in the proposal submitted in response to this RFP. Such items should be proposed as separate items with the cost fully detailed separately in Section VIII, *Cost Information Submission*. More information on the EPLs is available at the following link: <http://www.its.ms.gov/Procurement/Pages/EPLs.aspx>.

- 5.13 Vendor is requested to provide details on what features, functions, or other considerations exclusive of the specified requirements either his company or the proposed hardware/software/services afford the customer that may provide a distinct added value to the State, specific to the services or products in that RFP section. In the event the State agrees that such features, functions, or other considerations do provide a distinct benefit, the State reserves the right to give the Vendor additional "added value" consideration.

6. **Project Management / Project Work Plan**

- 6.1 The Vendor must fully discuss the ordering, installation, and change order processes for this project including outlining all issues believed to be pertinent to achieving the desired results, including planning, development, modification, budget, scope, and schedule management.
- 6.2 The Vendor must include a preliminary work plan/schedule for the proposed services, which identifies the Vendor's strategy and concept of the work activities that must occur, responsibilities of the Vendor and the State, and deliverables that will be produced. Specifically, the following items must be included:

- 6.2.1 A detailed work plan and schedule for all tasks, sub-tasks and deliverables required from beginning to completion of the project
- 6.2.2 Individual tasks and deliverables by project phase;
- 6.2.3 All critical path and dependency tasks; and
- 6.2.4 Details on its change management processes that includes; communicating any upcoming environmental and facility changes and coordinating those changes with designated agency administrators.

7. Vendor Qualifications and Experience

- 7.1 Company Information - Vendor must provide a description of the organization that contains all pertinent data relating to the Vendor's organization, personnel and experience that would substantiate the qualifications and capabilities of the Vendor's company to perform the services described herein. At minimum, this description must include the following information:
 - 7.1.1 A brief history of the company including:
 - 7.1.1.1 Date of establishment;
 - 7.1.1.2 Organization size (i.e. number of offices, employees, customer base, etc.) and structure;
 - 7.1.1.3 Whether the company is based locally, regionally, nationally, or internationally; and
 - 7.1.1.4 Number of years the company has been in business (minimum of five (5) years is required).
 - 7.1.2 Type of company ownership (public or private) and type of organization (limited partnership, non-profit, etc.);
 - 7.1.3 Corporate information to include parent corporation, sister firms, and any subsidiaries;
 - 7.1.4 State of incorporation - The Vendor's firm must be licensed to provide the proposed services in the State of Mississippi;
 - 7.1.5 Location of Vendor's principal office and the number of executive and professional personnel employed at this office;
 - 7.1.6 The location of the place of performance of this proposed contract;
 - 7.1.7 Current products and services/lines of business and approximate percentages;

- 7.1.8 Disclosure of any company restructurings, mergers, and acquisitions in the past three (3) years that have impacted any products the Vendor sold, serviced, and supported;
- 7.1.9 Financial information as follows:
 - 7.1.9.1 A copy of the corporation's most recent annual report, including consolidated balance sheets and related statements of income, stockholders' or partners' equity and changes in financial position, for each of the three fiscal years preceding the end of the most recent fiscal year. This information must be compiled, reviewed, and audited by a Certified Public Accountant. This shall include auditing and examination by a third-party auditing firm;
 - 7.1.9.2 Credit rating number from an industry-accepted credit rating firm; or
 - 7.1.9.3 Report of an auditor's unqualified opinion of the financial stability of the firm.
- 7.1.10 Details on Vendor's plan to overcome its financial difficulties if the Vendor's credit rating number or financial report is unsound, or if the Vendor is currently in bankruptcy. Vendor must indicate, providing details, if Vendor has an unfavorable credit rating, has filed bankruptcy, or plans to file for bankruptcy; and
- 7.1.11 The Vendor must provide information for each subcontractor or reseller whom the Vendor proposes to perform any of the functions under this RFP based on requirements 7.1.9 through 7.1.10.
- 7.2 Corporate Experience - The Vendor must discuss experience of the company in furnishing the proposed services requested in response to the RFP, including but not limited to the following:
 - 7.2.1 The Vendor must have a minimum of two (2) years experience with hosted co-location BCRS/DR solutions.
 - 7.2.1.1 Indicate the number of actual years of experience in providing this type service.
 - 7.2.1.2 Vendor must describe in detail their past experience providing a hosted co-location solution;
 - 7.2.2 The Vendor must describe in detail their experience on at least three projects of similar scope for statewide multiagency/institute/ governmental entities. The Vendor must provide details on the projects, including scope;

- 7.2.3 The Vendor must include in the proposal, a minimum of 3 (no more than 5) current or recent co-location BCRS/DR support or related projects.
- 7.2.4 The Vendor must have experience and understanding of state and local government contracting and be responsive to its unique requirements. The Vendor must describe their understanding of this process.
- 7.2.5 The Vendor must provide information on professional accreditations/certifications pertinent to the services provided by this RFP.
- 7.2.6 The Vendor must address quality of service, customer support for planning, implementation, production, and level of commitment of their company to the State regarding economic impact and the provision of adequate resources as it relates to the State's objectives.
- 7.2.7 In an effort to maintain a consistent level of service to the State, the Vendor must provide, at the State's request, documentation and/or statistics to verify their proposed solution will be adequate to support the current base of users as well as the predicted growth over the term of this contract.
- 7.3 Services Information - Vendor must provide history and information as applicable for any services being proposed as follows:
 - 7.3.1 The Vendor must describe in detail all the services in their proposed solution.
 - 7.3.2 The Vendor must provide the details of planned future services related to the proposed services and the estimated target dates of availability.
 - 7.3.3 The Vendor must specify any governmental or industry certifications or standards compliance information related to the services.
- 7.4 Vendor must attach a copy of their Standard Operating Procedures (SOP).
- 7.5 Vendor must attach a copy of their Maintenance Operation Protocol (MOP).
- 7.6 The State anticipates signing Service-Level Agreements with the awarded Vendor. Vendor should attached a sample of an existing Service-Level Agreement.

8. Staffing Requirements

The Vendor must provide details on how the State account will be staffed. The State has

found it to be beneficial to have a dedicated account team to form a partnership with the State that will provide insight into how the State operates.

- 8.1 Vendor must provide a list of primary and/or affiliate contacts indicating current and completed engagements or projects.
- 8.2 Vendor must provide the names of those individuals assigned to the account team as well as their roles, and responsibilities.
- 8.3 Vendor must provide a reporting hierarchy as it relates to issue escalation.
- 8.4 Vendor must describe what background checks and qualifications employees must have in order to provide these services.

9. Billing Requirements

- 9.1 The Vendor must provide billing support for all charges reflected on the Vendor's invoice to the State through the designated account team. This requirement pertains to any charges that the Vendor bills the State on other entities' behalf, in addition to charges for services directly provided by the Vendor. The State reserves the right to refuse payment for any incorrect, invalid, or unauthorized charge.
- 9.2 Invoice information should be consistent for all services.
- 9.3 Vendor billing must provide the capability to break down items into tiers for ease of accounting.
- 9.4 The billing cycle for the proposed service must begin on the first day of each month and end on the last day of each month.
- 9.5 The Vendor must acknowledge that invoices submitted to the State of Mississippi for payment will be paid forty-five days (45) after receipt of invoice, as stated in Section IV, Legal and Contractual Information, Item 7.8 of this RFP.
- 9.6 If the Vendor is late rendering an invoice, late charges will not be assessed until after forty-five days after receipt of the invoice. Section IV, Legal and Contractual Information, Item 7.8 of this RFP.
- 9.7 The awarded Vendor must provide immediate credit or deduction to the customer for items billed incorrectly on the Vendor's invoice. Vendor must agree to allow only one (1) billing cycle to confirm the disputed charges as billable and re-invoice.
- 9.8 Contractor will submit to ITS a report identifying all State Agencies, Schools, and other governmental bodies secured under this contract. This report shall contain a detailed list of all State Agencies, Schools, and other governmental bodies and break out the square footage utilized and the dollar amount assessed by month. Upon receipt of the report, ITS will review the report and

assess a one percent (1%) Contract Administrative Fee based on the total amount in accordance with Mississippi Code Section 25-53-29 (4).

- 9.9 The Contract Administrative Fee will be used by the State to defray the costs associated with soliciting, awarding, and administering the contract(s), and is referenced in the Master Business Continuity & Disaster Recovery Services Agreement.
- 9.10 Payment of the Contract Administrative Fee is the responsibility of the Contractor. This fee will not be charged directly to the customer in the form of a separate line item.

10. Technical Requirements

The University of Mississippi Medical Center (UMMC) is in imminent need to establish a co-location DR/BCP environment that complies with recommendations from recent risk assessment audits. UMMC will become the awarded Vendor's anchor tenant, being the first governmental entity to utilize co-location services. UMMC's initial request is a secure caged area to provide space for 12 racks. The anticipated power requirements are:

- Six (6) racks for server compute space (6,000 watts and 21,000 BTUs)
- Two (2) racks for SAN storage equipment (5,000 watts and 13,000 BTUs per hour (208V 1-Phase Nema L6-30P X2))
- Four (4) racks for network and other equipment (Two (2) Quad Box 110V and Two (2) 208V 30 Amp plugs)

- 10.1 The following technical requirements will apply to the UMMC request as well as any future business opportunities between the Vendor and the State.

10.2 Infrastructure

- 10.2.1 MANDATORY - The Vendor must specify their Tier Certification of Constructed Facility rating or TIA-942 Data Center Standard Rating.

10.2.1.1 The Vendor must provide the tier rating of the proposed facility.

- 10.2.2 The Vendor must specify what certifications have been awarded to the facility, including but not limited to LEED, SSAE 16, HIPAA, etc.

- 10.2.3 The Vendor must specify if the facility has multiple floors and if a ground floor option is available.

- 10.2.4 The Vendor must specify if the facility is based on raised floor or slab with overhead cabling.

- 10.2.4.1 Vendor must specify the height between raised floor and foundation.
- 10.2.4.2 Vendor must specify if customer has access below the raised floor where it has equipment located.
 - 10.2.4.2.1 The Vendor must specify how access to this space will be controlled and granted.
 - 10.2.4.2.2 The Vendor must specify if any access restrictions are in place.
- 10.2.4.3 Vendor must specify if cut tiles are available to the customer.
 - 10.2.4.3.1 Vendor must state the turn-around time for cut tile requests.
- 10.2.5 The Vendor must describe loading dock facilities at the site; this must include delivery processes and procedures.
- 10.2.6 The Vendor must specify the minimum and maximum floor load ratings for the proposed facilities in pounds per square foot including but not limited to:
 - 10.2.6.1 Point or concentrated load
 - 10.2.6.2 Static
 - 10.2.6.3 Uniform
 - 10.2.6.4 Rolling
- 10.2.7 The Vendor must provide details on any freight elevators, if applicable to the facilities. (Include: minimum capacity, size, proximity to proposed cage space, etc.)
- 10.2.8 The Vendor must detail the equipment staging space available for use and provide location information. Vendor must also detail any restrictions for staging space.
- 10.2.9 Vendor must describe the processes and procedures regarding how state equipment would be received and secured after arrival at the facility.
 - 10.2.9.1 The Vendor must specify if proposed space is adjacent to or part of the caged area.
- 10.2.10 The Vendor must describe the available office space accommodations for FTEs at the proposed facility.

10.2.10.1 The Vendor must specify if the office space is available to reserve/rent or on a first-come, first-serve basis. If available space is to be rented, the Vendor must provide an example of how this is priced.

10.2.10.2 The Vendor must specify if desks, telephones and workspaces can be built and reserved for business continuity purposes.

10.2.10.3 The Vendor must describe the availability for contiguous space and power for new customers at the proposed facility.

10.3 Space Reservation, Growth Options and Rights of First Refusal

10.3.1 The Vendor must describe how contiguous space can be reserved for future growth.

10.3.2 The Vendor must describe the process to contractually offer the right of first refusal, such that the State is offered contiguous space surrounding the existing caged area before it is offered to another party.

10.3.3 The Vendor must describe the offering for ramped deployments, such as starting and billing based on limited deployment against an eventual deployment goal.

10.3.4 The Vendor must describe the offering for contract rightsizing, such that the original contract can be adjusted for power allocation (including decrements) at a fixed period after the service commencement date based on observed usage.

10.3.5 The Vendor must describe the hot-aisle/cold-aisle containment or some other type of mechanism.

10.3.6 The Vendor must specify if the facility provides its own racks for customers. If so, The Vendor must detail the options (make / models of racks) available.

10.3.7 The Vendor must specify if customers can bring their own racks. If so, the Vendor must describe any restrictions on customer-sourced racks.

10.3.8 The Vendor must specify how many infrastructure failures the facility has experienced within the past 24 months. The Vendor must provide:

10.3.8.1 A description of the incident;

10.3.8.2 The customer incident report;

10.3.8.3 The corrective actions taken, and

10.3.8.4 Duration of service outage.

10.3.9 The Vendor must define customer access process / procedures at the facilities.

10.3.10 Vendor must be able to provide a current floor plan and be able to identify the racks and rows where State equipment would be located at the facility.

10.4 Security

10.4.1 The Vendor must describe the comprehensive burglary intrusion system for the facility as part of the physical security plan for the overall premises.

10.4.2 The Vendor must have layered security in place and specify the facility's layered security zones.

10.4.3 The Vendor must have multifactor identification and authorization.

10.4.4 The Vendor must specify if devices such as mantraps are employed as security devices at the location.

10.4.5 The Vendor must detail the CCTV system and video retention policy for the location.

10.4.5.1 Vendor must provide digital footage of the State's rack locations.

10.4.5.2 Vendor must state if the State would be allowed to provide its own CCTV system for monitoring production areas.

10.4.5.2.1 Vendor must state any limitations as to which areas can be monitored.

10.4.6 The Vendor must describe the perimeter security for the facility to include:

10.4.6.1 Vendor must detail how the facility staffs security.

10.4.6.2 Vendor must state if security is in-house or outsourced.

10.4.6.2.1 If the security staff is outsourced, Vendor must describe the service.

- 10.4.6.3 Vendor must perform background checks on individuals with approved access and provide details as to how background checks are performed.
 - 10.4.6.4 Vendor must detail the on-boarding and off-boarding process for personnel.
 - 10.4.7 The Vendor must have the following security certifications: PCI DSS 2.0 provider; SSAE 16 audited; ISO 27002.
 - 10.4.7.1 Vendor should list any additional certification held.
 - 10.4.8 The Vendor must describe the provisioning process for individuals requesting access to the hosting facilities.
 - 10.4.9 The Vendor must describe the process for visitors accessing the facility, such as identification, badging and documentation.
 - 10.4.10 The Vendor must specify if customers have the ability to review security logs. If so, the Vendor must provide an example.
 - 10.4.11 The Vendor must describe the process for notifying customers of a possible or confirmed violation of security.
 - 10.4.12 The Vendor must detail third-party audits conducted of the proposed facility, including which audits and their schedules.
 - 10.4.12.1 The Vendor must attach a copy of the most recent audit.
 - 10.4.13 The Vendor must specify if there are areas within the hosting facilities, such as the lobby, that are protected by bulletproof glass. The Vendor must list any additional areas with heightened security measures.
 - 10.4.14 Vendor must provide an example of how responses and resolutions to security alarms are recorded.
 - 10.4.15 The Vendor must specify how many "swipes" or biometric challenges it takes to progress from outside the building to actually entering a customer's suite or cage.
 - 10.4.16 The Vendor must describe the type of biometric control systems used, such as retina scanners, handprint/fingerprint scanners, etc.
- 10.5 Power
- 10.5.1 The Vendor must specify the overall power available at the facility.

- 10.5.2 The Vendor must describe if power is delivered by multiple providers and/or multiple paths.
 - 10.5.2.1 The facility proposed must have unique redundant substations.
- 10.5.3 The Vendor must specify what provider(s) supplies the electrical equipment at the facility.
- 10.5.4 The vendor must provide a single-line block diagram of the proposed facility's electrical distribution with the total amount of power available. This should include each available source from the major utility located in the area to the facility.
- 10.5.5 Vendor must describe the proposed facility's infrastructure support of N+1 or 2N configuration on all critical power. This should include a single-line block engineering diagram indicating all components of utility, UPS, backup generator and associated switch gear (inclusive of automatic switch gear.)
- 10.5.6 The Vendor must describe the UPS' ability to sustain the systems during a switch to the generators in the event of commercial power failure.
 - 10.5.6.1 Vendor must specify if the backup is a battery-based UPS, or flywheel.
 - 10.5.6.2 Vendor must provide a copy of the comprehensive plan or playbook detailing all aspects of emergency power operations at the proposed facility available.
- 10.5.7 The Vendor must provide the runtime for the UPS at 100% load and detail the percentage of capacity the proposed facility is running at today.
 - 10.5.7.1 Vendor must provide the recommended runtime on UPS, as well as the details surrounding the power capacity of the UPS.
 - 10.5.7.2 Vendor must state the make/model number of the UPS and automatic failover switch gear.
- 10.5.8 The Vendor must provide the designed power density per square foot in the computing space.
- 10.5.9 The Vendor must provide the rack density the facility is capable of supporting (8kW, 10kW, etc.) without customization of space.
- 10.5.10 The Vendor must provide redundant power (A and B) feeds to each rack.

- 10.5.10.1 Vendor must detail how the facility meters and charges back for power usage.
- 10.5.10.2 Vendor must outline the level of detail that is provided to tenants on power usage.
- 10.5.10.3 Vendor must state if the facility is able to provide as many as six power whips in any of the high-density racks.
- 10.5.10.4 Vendor must state the maximum power capacity per rack and per row; and provide make / model of the receptacles and busways.
- 10.5.10.5 Vendor must state who is responsible for grounding the racks and ensuring that racks have been grounded properly.
- 10.5.10.6 Vendor must state if customers are allowed to run their own power and data cables within its racks and row areas.
- 10.5.10.7 Vendor must state if there are any restrictions for running power and data cables within the facility or caged areas.
- 10.5.11 The Vendor must provide details on how it manages data and power cables in-rack, in-row, and to caged work areas.
 - 10.5.11.1 Vendor must state if Power Distribution Units are provided.
 - 10.5.11.2 Vendor must specify whether power whips are overhead via ladder racks; or under the floor.
- 10.5.12 The Vendor must describe how many generators are on-site at the facility along with the exact MW capacity, as well as the model/manufacturer of all generators.
 - 10.5.12.1 Vendor must describe how the generators are secured.
 - 10.5.12.2 Vendor must state if they contract with multiple fuel providers and describe any SLAs in place.
 - 10.5.12.3 Vendor must provide the runtime for the generators at 100% load, and detail the percentage of capacity the proposed facility is running at today.
 - 10.5.12.4 Vendor must provide how many days' worth of generator fuel is stored on premise at the facility.

- 10.5.12.5 Vendor must detail how the sourcing of fuel is accomplished for the generators in the event on-premises reserves are exhausted.
- 10.5.12.6 Vendor must state the frequency of testing for both the generators and the UPS.
- 10.5.12.7 Vendor must state the frequency of maintenance for generators and UPS.
- 10.5.13 The Vendor must provide the make / model / age of each UPS, along with a drawing indicating their locations at the facility
- 10.5.14 The Vendor must describe any power interruptions in the past five years, including the duration, and how these have been mitigated.
- 10.6 Environmental Controls
 - 10.6.1 The Vendor must describe the proposed facility's support of N+1 configuration on all cooling infrastructure to include a comprehensive plan or playbook detailing all aspects of emergency cooling operations at the proposed facility.
 - 10.6.1.1 Vendor must state the temperature range that the facility maintains for its customers as specified in the SLA.
 - 10.6.1.2 Vendor must state the humidity range that the facility maintains for its customers as specified in the SLA.
 - 10.6.1.3 Vendor must state the power usage effectiveness rating for the proposed space.
 - 10.6.1.3.1 Vendor must state if the rating is used in calculating metered power pricing and explain the differences.
 - 10.6.1.4 Vendor must state what plenum type is employed at the proposed facility.
 - 10.6.1.5 Vendor must state the ceiling height.
 - 10.6.1.6 In the event of airflow restrictions or cooling problems, Vendor must describe how they would address these issues.
 - 10.6.1.7 Vendor must state if the facility employs any green cooling mechanisms, such as outside air/free cooling.

- 10.6.1.8 Vendor must state the total cooling capacity of each facility in tons.
 - 10.6.2 Vendor must provide the make / model of its current HVAC systems, and provide a drawing indicating where each HVAC unit is located in the facility.
 - 10.6.3 Vendor must provide detailed information regarding the maintenance schedule and services of the HVAC units.
 - 10.6.4 The Vendor must describe if the State has the ability to adjust or control the temperature and humidity settings within the space where it has equipment located.
- 10.7 Fire Protection and Suppression
- 10.7.1 The Vendor must describe the fire protection systems in place at the facility (e.g., VESDA) to include the following:
 - 10.7.1.1 Vendor must state what leak detection system is in place for the proposed facility.
 - 10.7.1.2 Vendor must state if there is staff on site 24/7 to respond to alarms and indications.
 - 10.7.1.3 Vendor must state the perimeter lightning protection (e.g., lightning rods) at the proposed facility.
 - 10.7.1.4 Vendor must state how smoke is dispersed/evacuated after a smoke condition has been quenched; including if there is existing ventilation equipment to purge area of all smoke after such a condition.
 - 10.7.1.5 Vendor must state if water is used.
 - 10.7.1.5.1 Vendor must provide a floor plan that indicates the locations of the sprinkler heads within the facility.
 - 10.7.1.5.2 Vendor must provide a floor plan that indicates where each floor drain is located within the facility.
 - 10.7.2 The Vendor must provide a published emergency response plan and procedures, including fire and building emergencies.
 - 10.7.3 The Vendor should provide approximate distance from nearest fire station and how many fire hydrants are located within a normal hose length to the facility.

- 10.7.3.1 Vendor must provide details of fire department hook-ups at the facility.

10.8 Network Connectivity

- 10.8.1 The Vendor must describe the facility's capabilities to interconnect with diverse/neutral network providers to include a list of providers currently in use at the proposed facility.
 - 10.8.1.1 Vendor must state how connectivity is provided. (i.e., dark fiber, lit fiber, shared bandwidth, basic Internet)
 - 10.8.1.2 Vendor must state the capacity for additional telecom vendors to enter the facility for example, facility currently uses Company A as their telecom Vendor, and the State would like to use Company B.
- 10.8.2 The State currently has a long-term contract with AT&T for governmental Wide Area Networks and commodity Internet access. This contract allows for network connectivity to a facility within and outside the State. The preferred method of connectivity is the use of AT&T's MetroEthernet or MPLS services. The Vendor must describe the method and charges for using this carrier in the customer space at the facility.
- 10.8.3 The Vendor must describe the method of ordering and connecting carrier network facilities that are not currently present at the facility.
- 10.8.4 The Vendor must describe the number of routes and diverse fiber vault entries into the proposed facility.
- 10.8.5 Vendor must state if a facility is located within 60 miles of a major city
 - 10.8.5.1 Vendor must state whether dark fiber is available.
- 10.8.6 The Vendor must describe how network connectivity is extended into the State's caged area in include the following:
 - 10.8.6.1 Vendor must state if in-house cabling is available for its customers. Vendor should provide a cost scale for this service.
 - 10.8.6.2 Vendor must state if selected in-house cabling vendors are available for this work.

- 10.8.6.3 Vendor must state the meet-me room (MMR) specifications at the proposed facility (e.g., diverse paths from MMR to customer space, etc.).
- 10.8.7 The Vendor must describe any standard offerings or limits on the number of fully terminated single-mode fiber or fully terminated category 6 cables run between the MMR and the proposed colocation space for the purpose of supporting cross connects to various carriers.
- 10.8.8 The Vendor must describe any wide area network and commodity Internet services that are a part of its product offering to include options in technologies, bandwidth, and service level guarantees. Pricing for these services must be included in the Vendor's response.
- 10.8.9 Vendor must provide periodic testing of the network performance, and describe how testing is performed.
- 10.9 Insurance
 - 10.9.1 The Vendor must provide information about insurance coverage and levels for loss or damage for the facility to include how these insurance levels protect the State and its assets within the hosting facility.
 - 10.9.2 The Vendor must indicate if the State is responsible for obtaining its own insurance coverage protection.
 - 10.9.3 The Vendor must describe how subcontractors or third party companies associated with the Vendor's line of business are covered under the Vendor's insurance.
 - 10.9.4 The Vendor must detail any exclusion to liability that would releaser the Vendor from claims.
- 10.10 If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost. This includes, but is not limited to, all cabling, connectors, raceway, etc. necessary to render the configuration fully operational.

11. Functional Requirements

Because of the close proximity of the State's existing data centers within the Jackson Mississippi metropolitan area, each facility cannot qualify as a true disaster recovery or backup location. Primarily, these locations could be compromised in the event of a significant weather occurrence, earthquake, power failure, or other unknown disaster of magnitude (natural or otherwise). The State desires to partner with a qualified company that offers a secure co-location data center facility to support the State's mission critical

information systems and services. For the purposes of establishing a resilient co-location environment the proposed facility must be a minimum of 30 linear miles outside of the Jackson Mississippi metropolitan as well as a minimum of 150 miles inland from a coastal shore.

11.1 Physical Site Location

- 11.1.1 MANDATORY - The proposed facility must be a minimum of 30 linear miles outside of the Jackson Mississippi metropolitan area.
- 11.1.2 MANDATORY – The proposed facility must be a minimum of 150 miles inland from a coastal shore.
- 11.1.3 MANDATORY – The proposed facility must be within 250 miles of the Jackson Metropolitan area.
- 11.1.4 MANDATORY – The site must not be within the flood hazard and tsunami inundation area as defined in the International Building Code (IBC), be within 300 feet of a 500-year flood hazard area, or be less than 10 feet above the highest known flood level.
- 11.1.5 The Vendor must provide the physical addresses for the location being proposed that meets the requirements outlined in 11.1.
- 11.1.6 Vendor must propose existing facilities; sites to be developed will not be considered.

11.2 Physical Site Specifications

- 11.2.1 The Vendor must provide information on all hazards and past events related to earthquakes, floods, hurricanes, tornados, and lightning strike probabilities at the proposed locations.
- 11.2.2 The Vendor should also provide information on other relevant events, such as fire, outages or other disruptions in services at the proposed locations.
- 11.2.3 The Vendor must provide the following information about the proposed facility:
 - 11.2.3.1 Vendor must state what the wind force rating is at the facility proposed.
 - 11.2.3.2 Vendor must state the seismic rating the facility is rated to withstand, and the seismic zone in which it is located.
 - 11.2.3.3 Vendor must state the wind uplift rating for the roof.

- 11.2.4 The Vendor must detail whether the facility is wholly owned or leased; in the case of the latter, Vendor must state the date on which the leasing period ends.
- 11.2.5 The Vendor must detail if the facility is purpose-built from the ground up as a hosting location or co-location facility, or was originally built for some other purpose and then converted.
 - 11.2.5.1 The Vendor must state the year the facility was constructed, the type of construction, the year of rehabilitation (if applicable), and any rehabilitation or expansion work done to the premises within the past two years that directly supports the proposed co-location space.
 - 11.2.5.2 The Vendor must state the total capacity of the facility, including: total square footage, compute area square footage, number of customers housed (names, if Vendor can provide), total power/energy capacity, etc.
 - 11.2.5.3 Vendor must state if any single customer account is more than 20% of the currently occupied floor space.
 - 11.2.5.4 Vendor must provide access to the facility 24/365.
 - 11.2.5.5 Vendor must state the availability of usable office space and include the percentage of available office space by site.
 - 11.2.5.6 Vendor facility must have multiple access routes from streets adjacent to facility.
- 11.2.6 The Vendor must describe if any customer employee meeting rooms exist and their availability.
- 11.2.7 The Vendor must describe parking availability and any restrictions/safeguards related to vehicle presence.
- 11.2.8 The Vendor must detail the proximity of the proposed facility to airports, railroads, highways, nuclear plants, military bases, chemical/fertilizer plants and bodies of water.
- 11.3 Operations
 - 11.3.1 The Vendor must describe the process for performing incident, problem and change management; and describe the process for communicating about each change to the State.

- 11.3.2 The Vendor must identify any facility at which union labor is utilized, and describe the functions the union governs at those facilities.
 - 11.3.3 The Vendor must detail the escalation plan and associated communications plan that will take effect in the event of an outage or disruption in service.
 - 11.3.4 The Vendor must detail the preferred channel for service-related questions directed to the Vendors attention such as corporate customer service reps, local account reps, online tickets, etc.
 - 11.3.5 The Vendor must detail how the company manages inadequate customer service levels as they relate directly to the local or regional account team.
 - 11.3.6 The Vendor must describe the postmortem process and communications plan employed should an outage occur.
 - 11.3.6.1 Vendor must describe the process for sharing findings with tenants after an emergency, including any root cause analysis.
 - 11.3.6.2 Vendor must describe the steps that are normally taken to eliminate such events from reoccurring in the future.
 - 11.3.7 The Vendor must describe the quality control process and how it is linked to performance management.
- 11.4 Facility Monitoring and Maintenance
- 11.4.1 The Vendor must describe any ability to provide notifications from the network operations center (NOC) to the customer, so they can be advised of any issues impacting or pertaining to the facility's operations. This includes areas such as electrical power, cooling, physical access, network connectivity, and issues that may impact the co-location space from national, state and/or local emergencies that may arise.
 - 11.4.2 The vendor must detail what infrastructure and environmental monitoring is done at the facility, as well as what access the customers have to that information.
 - 11.4.2.1 Vendor must state if customers can view utilization of individual power circuits.
 - 11.4.2.2 Vendor must state if monitoring logs are available for review.

11.4.2.3 Vendor must state if they can provide access logs for State racks and equipment on a monthly or upon request basis.

11.4.2.4 Vendor must state if the facility provides a "single pane of glass" or dashboard to allow customers to view the conditions of the space remotely, or view the status of the provisioning process.

11.4.3 The Vendor must describe any packaged Data Center Information Management (DCIM) systems in use at the proposed facilities, and the capabilities to extend monitoring systems to the customer using standard, secure management protocols.

11.5 Maintenance

11.5.1 The Vendor must detail the policies and schedules for maintenance at the proposed facilities including the critical infrastructure at the site to include generators, UPS equipment, cooling, etc.

11.5.1.1 Vendor must provide adequate notice for any scheduled downtime, minimum 14 days' notice, unless it is an emergency.

11.5.1.2 Vendor must state what services are in place to provide advanced notice of any maintenance or scheduled downtime that may affect the colocation space.

11.5.2 The Vendor must detail if moisture alarms are installed at the facility. If alarms are present, the Vendor must provide information from last 3 incidents and actions taken to address any issues found.

11.5.3 The Vendor must have a BC/DR plan in place for the proposed facility.

11.5.3.1 Vendor must provide a summary description of the BC/DR plan for the proposed facility.

11.5.3.2 Vendor must test their BC/DR plan annually. Vendor should include results from the most recent test that was performed with their proposal.

11.6 Customer Support

11.6.1 The Vendor must describe the structure of the Customer Service Operation and how it interacts with customer needs.

- 11.6.1.1 Vendor must state if there is a customer service team available to the customer account.
- 11.6.1.2 Vendor must state if customer service support is available 24/7.
- 11.6.1.3 Vendor must state the normal wait time for calls to be answered, email responses received, and tickets updated.

11.7 Service Levels and Hosting Requirements

- 11.7.1 The Vendor must detail what standard Service Level Agreements are provided to the customer.
 - 11.7.1.1 Vendor must state if they allocate 100% availability of the facility's power, and provide details on what percentage is allocated.
 - 11.7.1.2 Vendor must state, if they maintain 100% compliance with ASHRAE standards for temperature and humidity at server input level.
 - 11.7.1.3 Vendor must state, and provide details if they guarantee 100% availability of network connectivity from the carrier demarcation to the customer cage.
- 11.7.2 The Vendor must describe the process for calculating availability.
- 11.7.3 The Vendor must describe who is responsible for calculating and maintaining information on service credits.
 - 11.7.3.1 Vendor must detail the escalation process for SLA failures, including communications between provider and customer, as problem identification and troubleshooting begin through resolution.
 - 11.7.3.2 Vendor must detail what service-level policies are in place in regards to scheduled and emergency maintenance.

11.8 Pricing Detail in Provider's Format

- 11.8.1 The Vendor must detail the standard pricing model (e.g., price per sq. ft., price per kW all in, space plus power, etc.)
 - 11.8.1.1 Vendor must state if power is metered to include any uplift for cooling, etc.

- 11.8.1.2 Price per kW all in (MRC for space, power allocation and estimated power usage [including cooling] divided by total kW allocated.)
- 11.8.1.3 Price per full rack all Inclusive (MRC for space, power allocation and estimated power usage [including cooling] divided by total racks, cabinets or equivalent allocated.)
- 11.8.1.4 Price per half rack.
- 11.8.1.5 Price per "U" in a rack.
- 11.8.1.6 Remote Hands.
- 11.8.1.7 Vendor must define the number of touches included at no additional charge.
- 11.8.1.8 Vendor must provide a fully loaded hourly rate.
- 11.8.1.9 The State anticipates that multiple State agencies and other governmental entities may desire to use the services proposed as a part of this award. Vendor must provide the pricing structures that will be available as the State's usage of the services increases.

11.9 Other Products and Services

- 11.9.1 The Vendor is encouraged to define and detail other ancillary services available for the State to consider.
- 11.9.2 Vendor must state if they provide "remote hands" services for reboots, server racking/stacking, cabling, etc. to include a pricing broken down separately if each item is priced differently.
 - 11.9.2.1 The Vendor must detail the number of staff on-site that provides these services, as well as how these services are initiated and tracked.
 - 11.9.2.2 Vendor must state if any SLAs exist around this service.
- 11.9.3 The Vendor must confirm the availability of storage space on-premises.
 - 11.9.3.1 Vendor must describe the proximity of the proposed stage space to the freight elevator (if applicable) and the proximity to the co-location space. Vendor must also provide details regarding the security measures taken to secure the proposed storage space.

- 11.9.3.2 Vendor must state if there are any associated costs for the inventory and storage of equipment received but not installed.
- 11.9.3.3 Vendor must state if there are limitations concerning what items can be stored, as well as any costs based on duration of storage.
- 11.9.3.4 Vendor must describe the notification process for receipt of equipment, when shipments are sent directly to the co-location facility.
- 11.9.4 The Vendor must detail if on-site engineering staff is available 24/365.
- 11.9.5 The Vendor must detail the strategy at the facility for addressing rightsizing the footprint and space over time as a customer adopts newer technologies for virtualization and convergence, and consequently, may reduce their power and space needs. The Vendor must also detail the strategy to provide for growth.
 - 11.9.5.1 Vendor must describe how the facility addresses rightsizing.
- 11.9.6 The Vendor must attach a matrixed list of services provided and costs associated for managed services.
 - 11.9.6.1 Vendor must describe what professional services are available to assist the State in planning the move from the State's current facilities to your facilities.
 - 11.9.6.2 Vendor must describe what professional services are available to assist the State in the execution of the move from the State's current facility to proposed facilities.
 - 11.9.6.3 Vendor must state what provisions there are for managed services above and beyond remote hands.
 - 11.9.6.3.1 Vendor must state if they have relationships with third-party managed service providers that manage customer equipment in your facilities.
 - 11.9.6.4 Vendor must detail their policy to allow/deny third-party managed service providers contracted by us (the customer) to be located permanently/as scheduled within our cage.

- 11.9.7 The Vendor should detail other related products and/or services that may be needed or added related to this procurement.

12. Additional Requirements

- 12.1 **ITS** acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.

13. Scoring Methodology

- 13.1 An Evaluation Team composed of **ITS** staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.
- 13.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.
- 13.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.
- 13.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.
- 13.1.4 For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

Category	Possible Points
Non-Cost Categories:	
Vendor Qualifications	25
Functional Specifications	35
Total Non-Cost Points	60
Cost	40
Total Base Points	100
Value Add	5
Maximum Possible Points	105

- 13.2 The evaluation will be conducted in four stages as follows:

13.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience, number of copies, bond requirement, timely delivery, and must be responsive to all mandatory requirements. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

13.2.2 Stage 2 – Non-cost Evaluation (all requirements excluding cost)

13.2.2.1 Non-cost categories and possible point values are as follows:

Non-Cost Categories	Possible Points
Vendor Qualifications	25
Functional Specifications	35
Maximum Possible Points	60

13.2.2.2 Proposals meeting fewer than 80% of the requirements in the non-cost categories may be eliminated from further consideration.

13.2.2.3 ITS scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The 'Meets Specs' score for each category is 90% of the total points allocated for that category. For example, the 'Vendor Qualifications' category was allocated 25 points; a proposal that fully met all requirements in that section would have scored 22.5 points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the state.

13.3 Stage 3 – Cost Evaluation

13.3.1 Points will be assigned using the following formula:

$$(1 - ((B - A) / A)) * n$$

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for acquisition

13.3.2 Cost categories and maximum point values are as follows:

Cost Category	Possible Points
Lifecycle Cost	40
Maximum Possible Points	40

13.4 Stage 4

13.4.1 On-site Demonstrations and Interviews

13.4.1.1 At the discretion of the State, evaluators may request interviews, on-site presentations, demonstrations or discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.

13.4.1.2 If requested, Vendors must be prepared to make on-site demonstrations of system functionality and/or proposal clarifications to the evaluation team and its affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project.

13.4.1.3 Proposed key team members must be present at the on-site demonstration. The evaluation team reserves the right to interview the proposed key team members during this onsite visit.

13.4.1.4 Although on-site demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.

13.4.2 Site Visits

13.4.2.1 At the State's option, Vendors that remain within a competitive range must be prepared to provide a reference site within seven calendar days of notification. If possible, the reference site should be in the Southeastern region of the United States. Vendor must list potential reference sites in the proposal.

13.5 Final Quantitative Evaluation - Following any requested presentations, demonstrations, and/or site visits, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor's final score.

SECTION VIII COST INFORMATION SUBMISSION

Vendors must propose a summary of all applicable project costs in the matrix that follows. The matrix must be supplemented by a cost itemization fully detailing the basis of each cost category. The level of detail must address the following elements as applicable: item, description, quantity, retail, discount, extension, and deliverable. Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the State or face disqualification.

Item Description	Pricing for Contract Term						
	1U Rack Space	2U Rack Space	6U Rack Space	12U Rack Space	21U Rack Space	Dedicated full rack 42U	Dedicated space (Per customer supplied 42U rack)
Monthly Co-location Cost							
Monthly Power Cost / 110v 20A Circuit ("A side, B side")							
Monthly Power Cost/ 110V 30A Circuit ("A side, B side")							
Monthly Power Cost/ 208V 20A Circuit ("A side, B side")							
Monthly Power Cost/ 208V 30A Circuit ("A side, B side")							
Initial/Setup Fees							
Other standard co-location options							
PDU							
KVM Switch							
Other standard power options							
Total							

Fully loaded Change Order Rate \$_____

Optional Products/Services:			

SECTION IX REFERENCES

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

1. References

- 1.1 The Vendor must provide at least three (3) references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.
- 1.2 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:
 - 1.2.1 Failure to provide reference information in the manner described;
 - 1.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;
 - 1.2.3 Non-responsiveness of references to the State's attempts to contact them; or
 - 1.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
- 1.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
 - 1.3.1 The reference installation must be for a project similar in scope and size to the project for which this RFP is issued;
 - 1.3.2 The reference installation must have been operational for at least six (6) months.
- 1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.
- 1.5 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:

- 1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;
- 1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.
- 1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

2. **Subcontractors**

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three (3) references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section.

Unless otherwise noted, the requirements found in the References section may be met through a combination of Vendor and subcontractor references and experience. Vendor's proposal should clearly indicate any mandatory experience requirements met by subcontractors. NOTE: The State reserves the right to eliminate from further consideration proposals in which the prime Vendor does not, in the State's sole opinion, provide substantive value or investment in the total solution proposed. (i.e. the State does not typically accept proposals in which the prime Vendor is only a brokering agent.)

REFERENCE FORM

Complete three (3) Reference Forms.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

Description of product/services/project, including start and end dates:

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SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:

Scope of services/products to be provided by subcontractor:

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Complete three (3) Reference Forms for each Subcontractor.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:
Description of product/services/project, including start and end dates:

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EXHIBIT A STANDARD CONTRACT

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with **ITS**. The inclusion of this contract does not preclude **ITS** from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* included in Section V.

PROJECT NUMBER 42227
MASTER BUSINESS CONTINUITY & DISASTER RECOVERY SERVICES AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI

This Master Business Continuity and Disaster Recovery Services Agreement (hereinafter referred to as "Master Agreement") is entered into by and between **INSERT VENDOR NAME** a **INSERT STATE OF INCORPORATION** corporation having its principal offices at **INSERT VENDOR STREET ADDRESS** (hereinafter referred to as "Contractor") and the Mississippi Department of Information Technology Services, having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies and educational institutions of the State of Mississippi (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State."

WHEREAS, ITS, pursuant to Request for Proposals ("RFP") Number 3847 requested proposals for the acquisition of a master contract containing the terms and conditions which will govern any orders placed by Customer during the term of this Master Agreement for business continuity and disaster recovery services used by Customer ("Services"); and

WHEREAS, the Contractor was the successful respondent in an open, fair and competitive procurement process to provide the above mentioned Services;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 TERM OF AGREEMENT

Unless terminated as prescribed elsewhere herein, this Master Agreement will become effective on the date it is signed by all parties (the "Effective Date") and will continue in effect for seven (7) years thereafter (hereinafter referred to as "Initial Term"). At the end of the Initial Term, the Master Agreement may, upon the written agreement of ITS and Contractor, be renewed for an additional term, the length of which will be agreed upon by the parties. Contractor will notify ITS sixty (60) days in advance prior to the expiration of the initial or any renewal term and ITS shall have thirty (30) days in which to notify Contractor of its intention to either renew or cancel this Master Agreement.

ARTICLE 2 DEFINITIONS

The following terms as used herein shall have the following meanings:

2.1 "Contractor" means **INSERT VENDOR NAME** and its successors and assigns.

2.2 "Customer" means, in each instance, the governmental agency, educational institution

or other governing authority of the state of Mississippi who engages Contractor to perform the business continuity and disaster recovery Services pursuant to this Master Agreement, and who shall be bound by the terms and conditions of this Master Agreement.

2.3 “Supplement” means the document pursuant to which, among other things, Customer orders the Services from Contractor.

2.4 “Services” means the business continuity and disaster recovery services specified in RFP No. 3847 and Contractor’s Proposal, as accepted by ITS, in response thereto, as well as the Statement of Work for each individual project.

2.5 “Statement of Work” means the document prepared by the Contractor and submitted to the Customer that includes but is not limited to, the objectives, requirements, deliverables, timetable, and costs for the particular project.

ARTICLE 3 MODIFICATION OR RENEGOTIATION

This Master Agreement and any Supplement thereto may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Master Agreement in the event that federal and/or state revisions of any applicable laws or regulations make changes in this Master Agreement necessary.

ARTICLE 4 INCLUDED PARTIES AND PRICING

Contractor will accept orders from and furnish the Services under this Master Agreement to Customers based on Contractor’s pricing submitted in its proposal in response to RFP No. 3847 and attached hereto as Exhibit A and distributed to the various Customers. At the end of the Initial Term of this Master Agreement, ITS and Contractor may mutually agree in writing to modify, amend or replace the pricing specified in Exhibit A.

ARTICLE 5 ORDERS

5.1 The State does not guarantee that it will purchase any certain amount under this Master Agreement.

5.2 When a Customer decides to procure any Services from Contractor, the Customer shall notify ITS who shall execute a Supplement to be signed by Contractor, ITS, and if necessary, an authorized representative of Customer. The Supplement shall reference this Master Agreement and shall set forth the Services to be procured; the prices for same; the specific details of the transaction, the Customer’s designated contact, and any additional terms and conditions that apply to the specific Supplement as agreed to in writing by the parties. All Supplements and Contractor’s Statements of Work or other terms and conditions shall be governed by, and incorporate by reference, the terms and conditions of this Master Agreement. Excluding better pricing and/or discounts which may be specified in a Supplement or Statement of Work, in the event of a conflict between the other terms and conditions in a Supplement or Statement of Work and this Master Agreement, the terms and conditions of this Master Agreement shall prevail. The parties agree that the Customer has the right to adjust the quantities of purchases

based upon the availability of funding or as determined necessary by the Customer.

5.3 Contractor guarantees the pricing stated in the attached Exhibit A for the Initial Term of this Master Agreement. In the event Contractor announces or implements a national price decrease for the Services bid during that time, Contractor agrees to extend the new, lower pricing to Customer.

ARTICLE 6 METHOD AND TIME OF PAYMENT

6.1 As consideration for the performance of any Supplement, Customer shall pay Contractor at prices not to exceed the pricing specified in the attached Exhibit A for the actual Services rendered as specified in the applicable Supplement. Contractor shall submit invoices and supporting documentation electronically to Customer monthly for any month in which Services are rendered, using the processes and procedures identified by the State. Contractor shall certify that the billing is true and correct. Customer agrees to pay Contractor in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency. Contractor understands and agrees that Customer is exempt from the payment of taxes. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Contractor's choice. No payment, including final payment, shall be construed as acceptance of incomplete work, and Contractor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the Article herein titled "Entire Agreement."

6.2 If payment of undisputed amounts is not made to Contractor within forty-five (45) days of Customer's receipt of the invoice, Customer shall be liable to Contractor for interest at a rate of one and one-half percent (1 ½%) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five (45) day period until such time as payment is made. This provision for late payments shall apply only to undisputed amounts for which payment has been authorized.

6.3 Acceptance by Contractor of the last payment from the Customer under a Supplement shall operate as a release of all claims against the State by Contractor and any subcontractors or other persons supplying labor or materials used in the performance of any work under a Supplement.

ARTICLE 7 SCOPE OF SERVICES

Contractor agrees to provide, at the pricing specified in the attached Exhibit A, the business continuity and disaster recovery Services as specified in RFP No. 3847 and Contractor's Proposal, as accepted by ITS, in response thereto, which are both incorporated herein by reference.

ARTICLE 8 WARRANTIES

8.1 Contractor represents and warrants that the Services provided by Contractor to Customer shall meet or exceed the minimum specifications set forth in RFP No. 3847 and Contractor's Proposal in response thereto.

8.2 Contractor represents and warrants that its Services shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such Services and shall comply in all respects with the requirements of this Master Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the Services, perform the Services again, at no cost to Customer, or if Contractor is unable to perform the Services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory Services.

8.3 Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform Services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of the Supplement and this Master Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

8.4 Contractor represents and warrants that no official or employee of Customer or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of any project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in the Supplement or this Master Agreement.

8.5 The Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Master Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Master Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the

Contractor, terminate the right of the Contractor to proceed under this Master Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing this Master Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Master Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

ARTICLE 9 EMPLOYMENT STATUS

9.1 Contractor shall, during the entire term of this Master Agreement, be construed to be an independent contractor. Nothing in this Master Agreement is intended to nor shall it be construed to create an employer-employee relationship, partnership, agency, or joint venture relationship.

9.2 Contractor represents that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the required duties identified in a Supplement. Such personnel shall not be deemed in any way directly or indirectly, expressly or by implication, to be employees of Customer. Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

9.3 Any person assigned by Contractor to perform the Services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. Customer may, however, direct Contractor to replace any of its employees performing services under this Master Agreement.

ARTICLE 10 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any Contractor employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of Customer's staff and/or student body, will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations to provide Services shall be covered by Contractor's comprehensive general liability insurance policy.

ARTICLE 11 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

11.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Contractor represents all contractors, third parties, and/or subcontractors

Contractor has assembled for any given Customer project. The Customer is required to negotiate only with Contractor, as Contractor's commitments are binding on all proposed contractors, third parties, and subcontractors.

11.2 Neither Customer nor Contractor may assign or otherwise transfer the Supplement and this Master Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. The Supplement and this Master Agreement shall be binding upon the parties' respective successors and assigns.

11.3 Contractor must obtain the written approval of Customer before subcontracting any portion of the Supplement and this Master Agreement. No such approval by Customer of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer in addition to the total fixed price agreed upon in the Supplement. All subcontracts shall incorporate the terms of the applicable Supplement and this Master Agreement and shall be subject to the terms and conditions of same and to any conditions of approval that Customer may deem necessary.

11.4 Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Customer, and that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor and that Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with Contractor. Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

11.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between Contractor and the Customer, where such dispute affects the subcontract.

ARTICLE 12 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Customer to proceed under this Master Agreement and the Supplement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Master Agreement. If the funds anticipated for the fulfillment of this Master Agreement and the Supplement are, at any time, not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Master Agreement, Customer shall have the right to immediately terminate the Supplement and this Master Agreement as to itself only, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of

termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under the Supplement and this Master Agreement. In the event of termination due to unavailability of funds, Contractor shall be entitled to receive just and equitable compensation for satisfactory work completed by Contractor in connection with this Master Agreement and accepted by Customer prior to the date of receipt of notification of termination.

ARTICLE 13 TERMINATION

13.1 Termination Upon Mutual Agreement: A Supplement may be terminated in whole or in part upon the mutual written agreement of Contractor and the Customer.

13.2 Termination Due To Bankruptcy: Should Contractor become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or execute an assignment for the benefit of its creditors, the Customer may, upon the giving of thirty (30) days prior written notice, terminate a Supplement and this Master Agreement without the assessment of penalties, solely as between those two parties.

13.3 Termination Other Than For Cause: A Customer may terminate a Supplement and this Master Agreement as to itself only, in whole or in part and without the assessment of penalties, for any reason by giving thirty (30) calendar days written notice specifying the effective date thereof to Contractor.

13.4 Termination For Cause: If either party fails to comply with the terms and conditions of the Supplement or this Master Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate the Supplement and this Master Agreement solely as between those two parties. The non-defaulting party may also pursue any remedy available to it in law or in equity.

13.5 Termination of Master Agreement: ITS may terminate this Master Agreement without the assessment of penalties for any reason after giving thirty (30) calendar days written notice specifying the effective date thereof to Contractor but any Supplement entered into prior to the termination date of this Master Agreement shall survive the termination of the Master Agreement. The terms of this Master Agreement shall survive its termination/expiration with respect to any un-expired Supplements.

13.6 In the event a Supplement is terminated, Contractor shall be paid for Services completed by Contractor and accepted by Customer prior to the termination. Such compensation shall be based upon and shall not exceed the amounts set forth in the particular Supplement.

ARTICLE 14 GOVERNING LAW

This Master Agreement and each Supplement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractor expressly agrees that under no circumstances shall Customer or ITS be obligated to pay an attorneys fee, prejudgment interest or the cost of

legal action to Contractor. Further, nothing in this Master Agreement shall affect any statutory rights Contractor and Customer may have that cannot be waived or limited by contract.

ARTICLE 15 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Master Agreement. A waiver by the State to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 16 SEVERABILITY

If any term or provision of a Supplement or this Master Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the Supplement or this Master Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the Customer's purpose for entering into the Supplement can be fully achieved by the remaining portions of the Supplement that have not been severed.

ARTICLE 17 CAPTIONS

The captions or headings in this Master Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Master Agreement.

ARTICLE 18 HOLD HARMLESS

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate Customer, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform the Supplement and this Master Agreement.

ARTICLE 19 THIRD PARTY ACTION NOTIFICATION

Contractor shall notify Customer in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or Customer by any entity that may result in litigation related in any way to the Supplement or this Master Agreement and/or which may affect the Contractor's performance under the Supplement or this Master Agreement. Failure of the Contractor to provide such written notice to Customer shall be considered a material breach of this Master Agreement and the Customer may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 20 AUTHORITY TO CONTRACT

Contractor warrants that it is a validly organized business with valid authority to enter into this Master Agreement; that entry into and performance under this Master Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Master Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under a Supplement and this Master Agreement.

ARTICLE 21 NOTICE

Any notice required or permitted to be given under this Master Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their usual business address. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Contractor's address for notice is: **INSERT NAME, TITLE & ADDRESS OF VENDOR PERSON FOR NOTICE**. Customer's address for notice will be set forth in the applicable Supplement. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address or points of contact.

ARTICLE 22 RECORD RETENTION AND ACCESS TO RECORDS

Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Master Agreement and the Supplement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, accountants or attorneys, shall have unimpeded, prompt access to the Supplement, this Master Agreement, and to any of Contractor's proposals, books, documents, papers and/or records that are pertinent to the Supplement and this Master Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Master Agreement and the Supplement shall be retained by Contractor for three (3) years from the date of receipt of final payment under this Master Agreement and the Supplement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 23 INSURANCE

Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish Customer with a certificate of conformity providing the aforesaid coverage.

ARTICLE 24 DISPUTES

24.1 Should disputes arise with respect to a Supplement or this Master Agreement, Contractor and Customer agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Supplement and/or this Master Agreement. Should Contractor fail to continue without delay to perform its responsibilities under the Supplement and/or this Master Agreement in the accomplishment of all work, any additional costs incurred by Contractor or Customer as a result of such failure to proceed shall be borne by Contractor and Contractor shall make no claim against Customer for such costs.

24.2 If Contractor and Customer cannot resolve a dispute within ten (10) calendar days following written notification by either party of the existence of said dispute, then the following procedure shall apply:

- A.** The parties agree to resolve such matters through submission of their dispute to the Executive Director of ITS, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the parties within ten (10) calendar days after presentation of such dispute for his/her decision.
- B.** Customer may withhold payments on disputed items pending resolution of the dispute. The withholding of such disputed payments shall not constitute cause for termination or suspension of the Supplement and/or this Master Agreement by Contractor.
- C.** The Executive Director's decision shall not be a final determination of the parties' rights and obligations under the terms of this Master Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies available it may have at law or in equity.

ARTICLE 25 COMPLIANCE WITH LAWS

25.1 Contractor shall comply with, and all activities under a Supplement and this Master Agreement shall be subject to all Customer policies and procedures of which Contractor has knowledge, and all applicable federal, state and local laws and regulations as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of the Supplement and this Master Agreement because of race, creed, color, sex, age, national origin or disability.

25.2 Contractor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Contractor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

ARTICLE 26 CONFLICT OF INTEREST

Contractor shall notify Customer of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Customer's satisfaction, Customer reserves the right to terminate the Supplement and this Master Agreement as to itself only.

ARTICLE 27 SOVEREIGN IMMUNITY

By entering into this Master Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 28 CONFIDENTIAL INFORMATION

28.1 Contractor shall treat all Customer data and information to which it has access by its performance under the Supplement and this Master Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of the Supplement or this Master Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in the Supplement or this Master Agreement on behalf of, or under the rights of the Contractor following any termination or completion of the Supplement or this Master Agreement.

28.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that the Supplement and this Master Agreement do not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

28.3 The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the Services provided; the price to be paid; and the term of this Master Agreement and any Supplement shall not be deemed confidential information.

ARTICLE 29 EFFECT OF SIGNATURE

Each person signing a Supplement or this Master Agreement represents that he or she has read the Supplement and this Master Agreement in its entirety, understands its terms, is duly authorized to execute the Supplement or this Master Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, the Supplement and this Master Agreement shall not be construed or interpreted in favor of or against the State or the Contractor on the basis of draftsmanship or preparation hereof.

ARTICLE 30 STATE PROPERTY

Contractor shall be responsible for the proper custody of any Customer-owned property furnished for Contractor's use in connection with work performed pursuant to any Supplement. Contractor shall reimburse the Customer for any loss or damage, normal wear and tear excepted.

ARTICLE 31 NEWS RELEASES

News releases pertaining to a Supplement or this Master Agreement or the products, study, data, or project to which it relates will not be made without Customer's prior written approval, and then only in accordance with the explicit written instructions from Customer.

ARTICLE 32 SURVIVAL

Articles 8, 14, 18, 22, 27, 28, 33, 36, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of the Supplement or this Master Agreement.

ARTICLE 33 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

The Customer shall own all files, work papers, documentation, and/or other material, electronic or otherwise, collected and created in connection with work performed under a Supplement, whether completed or in progress, except for: (a) Contractor's internal administrative and quality assurance files and internal project correspondence; (b) documents, objects or things owned by Contractor and pre-existing the work performed under the Supplement, and (c) documents, objects or things in which Contractor has no right to transfer ownership. As to such documents, objects and things, Contractor shall convey such right or interest to the extent allowed by law. Contractor shall deliver such documents and work papers to Customer upon termination or completion of the Supplement.

ARTICLE 34 ENTIRE AGREEMENT

34.1 This Master Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media or electronic version of Contractor-furnished software, or any "click-wrap" or "browse-wrap" license presenting in connection with a purchase via the internet. The Supplement, RFP No. 3847, and Contractor's Proposal submitted in response thereto are hereby incorporated into and made a part of this Master Agreement as far as the individual Customer is concerned.

34.2 The Master Agreement made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A.** This Master Agreement signed by Contractor and ITS;
- B.** Any Exhibits attached to this Master Agreement;
- C.** The Supplement;
- D.** RFP No. 3847 and all written clarifications/addenda; and
- E.** Contractor's Proposal, as accepted by ITS, in response to RFP No. 3847.

34.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by Contractor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Master Agreement") and the lowest document is listed last ("E. Contractor's Proposal").

ARTICLE 35 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Master Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Master Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 36 NON-SOLICITATION OF EMPLOYEES

Contractor agrees not to employ or to solicit for employment, directly or indirectly, any of Customer's employees until at least one (1) year after the expiration/termination of the Supplement unless mutually agreed to the contrary in writing by the Customer and Contractor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

ARTICLE 37 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Contractor and Customer understand and agree that all Services provided by Contractor under this Master Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Master Agreement and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for

the State of Mississippi.

ARTICLE 38 PERSONNEL ASSIGNMENT GUARANTEE

Contractor guarantees that the personnel assigned by Contractor to perform Services under each Supplement will remain available to and participate in the project throughout the duration of each Supplement as long as the personnel are employed by the Contractor and are not replaced by Contractor pursuant to the third paragraph of the Article herein titled "Employment Status." Contractor further agrees that the assigned personnel will function in the capacity for which their services were acquired throughout the life of the Supplement, and any failure by Contractor to so provide these persons shall entitle the Customer to terminate the Supplement for cause. Contractor agrees to pay the Customer fifty percent (50%) of the total Supplement amount if any of the assigned personnel is removed from the project prior to the ending date of the Supplement for reasons other than departure from Contractor's employment or replacement by Contractor pursuant to the third paragraph of the Article herein titled "Employment Status." Subject to the Customer's written approval, the Contractor may substitute qualified persons in the event of the separation of the incumbents therein from employment with Contractor or for other compelling reasons that are acceptable to the Customer, and may assign additional staff to provide technical support to Customer. The replacement personnel shall have equal or greater ability, experience and qualifications than the departing personnel, and shall be subject to the prior written approval of the Customer and ITS. The Contractor shall not permanently divert any staff member from meeting work schedules developed and approved under the project unless approved in writing by the Customer. In the event of Contractor personnel loss or redirection, the Services performed by the Contractor shall be uninterrupted and the Contractor shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

ARTICLE 39 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Master Agreement and any subsequent amendments and Supplements shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Master Agreement and any subsequent amendments and Supplements to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Master Agreement and any Supplement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

ARTICLE 40 CHANGE ORDER RATE AND PROCEDURE

40.1 It is understood that the State may, at any time by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by the Contractor except by the express written approval of the State. The Contractor shall be obligated to

perform all changes requested by the Customer, which have no price or schedule effect.

40.2 The Contractor shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the State nor the Contractor shall be obligated to execute such a change order; and if no such change order is executed, the Contractor shall not be obliged or authorized to perform services beyond the scope of the Supplement. All executed change orders shall be incorporated into previously defined deliverables.

40.3 With respect to any change orders issued in accordance with this Article, the Contractor shall be compensated for work performed under a change order according to the hourly change order rates in Exhibit A. If there is a service that is not defined in the change order rate, the Contractor and the State will negotiate the rate. The Contractor agrees that this change order rate shall be a "fully loaded" rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Contractor in the performance of the change order. The Contractor shall invoice the Customer upon acceptance by the Customer of all work documented in the change order, and the Customer shall pay invoice amounts on the terms set forth in this Master Agreement. The Contractor acknowledges and agrees that the fully-loaded change order hourly rates in Exhibit A must remain valid for the duration of this Master Agreement.

40.4 Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Contractor to complete the work required by that change order. The project work plan will be revised as necessary.

40.5 The Contractor will include in the progress reports delivered under the Supplement, the status of work performed under all then-current change orders.

40.6 In the event the Contractor and the State enter into a change order which increases or decreases the time required for the performance of any part of the work under a Supplement, the Contractor shall submit to the Customer a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

40.7 The Customer shall promptly review all revised project work plans submitted under a Supplement, and shall notify the Contractor of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from the Contractor. If the Customer fails to respond in such time period or any extension thereof, the Customer shall be deemed to have approved the revised project work plan.

For the faithful performance of the terms of this Master Agreement, the parties have caused this Master Agreement to be executed by their undersigned representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of the agencies and institutions
of the State of Mississippi**

INSERT VENDOR NAME

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A